

ILAW 553-PA-eps 12/19

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

DEAL# 90241
CUST# 19591

0052971

Buyer Name and Address (Including County and Zip Code) WILLIAM ALLEN DRISCOLL 717 KILBUCK DR CRANBERRY TWP PA 16066-5840 BUTLER	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) JIM SHORKEY MITSUBISHI NORTH HILLS 1010 ROSS PARK MALL DR. PITTSBURGH, PA 15237
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg Gross Vehicle Weight	Vehicle Identification Number	Primary Use For Which Purchased
USED	2017	NISSAN PATHFINDER		5N1DR2MM9HC644554	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
20.99 %	\$ 4844.12	\$ 13603.00	\$ 18447.12	\$ 5000.00 is \$ 23447.12

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Your Payment Schedule Will Be:

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
36	\$ 512.42	Monthly beginning 08/20/2021
N/A	\$ N/A	N/A

N/A

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

If you do not meet your contract obligations, you may lose the vehicle.

EXHIBIT "A"

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 36 Mos _____ Name of Gap Contract N/A
 I want to buy a gap contract _____
 Buyer Signs X _____ N/A

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A Year N/A SELLER'S INITIALS N/A

NO COOLING OFF PERIOD
 State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X N/A
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
 You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.
 See the rest of this contract for other important agreements.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.
 Buyer Signs X _____ Date 07/21/2021 Co-Buyer Signs X N/A Date N/A

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X _____ Date 07/21/2021 Co-Buyer Signs X N/A Date N/A
 Buyer Printed Name WILLIAM ALLEN DRISCOLL Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A
 Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A
 Seller signs JIM SHORKEY MITSUBISHI NORTH HILLS Date 07/21/2021 By X _____ Title BUS MGR

Seller assigns its interest in this contract to NEW LEAF AUTO LENDING (Assigned under the terms of Seller's agreement(s) with Assignee.)
☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse
 Seller JIM SHORKEY MITSUBISHI NORTH HILLS
 By X _____ Title BUS MGR

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**In the United States Bankruptcy Court
for the Western District of Pennsylvania**

In re:)	
William A. Driscoll, Jr. and)	
Nicole M. Driscoll,)	Case No. 18-24397 CMB
Debtors,)	
William A. Driscoll, Jr. and)	Chapter 13
Nicole M. Driscoll,)	Docket No.
Movants,)	Hearing Date and Time:
vs.)	July 14, 2021 at 1:30 p.m.
No Respondents,)	Responses due: July 5, 2021
Respondent.)	

CERTIFICATE OF SERVICE

Service was made upon Ronda J. Winnecour by electronic mail at kdesimone@chapter13trusteedpa.com to advise her of the need to start monthly payments to the New Leaf Auto Lending whose address is P.O. Box 1726, Uniontown, PA 15401.

/s/ Gary W. Short

Gary W. Short, Esquire (PA Bar I.D. No. 36794)

212 Windgap Road, Pittsburgh, PA 15237

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